

1894-050 Chancery Causes M. W. Livingston vs. J. O. Gibson & Co. & Lee Co.

Gibson, Crowell, Lee, Lee & Cravell, Sprinkle, Cheek, Willis,
Arrington, Osborn, Tate, Neely, Neely, Bledsoe

CA-Debt
T-Property

To the Hon. W. T. Miller, Judge of
the circuit court of Lee County
Virginia:

Your Orator, M. W. Livingston, humbly
complaining would respectfully represent
That your Orator is a citizen of
Lee County, Virginia, is a house-
holder & head of a family and is
engaged in agricultural pursuits
as his main & leading occupation,
that he is now & has been for the
past few months actively engaged
in preparing to pitch & plant a
crop, that he has only two
work animals, ~~the~~ pair of mule
mules, one a black or brown & the
other a gray. These mules are the
only work animals of any kind he
has. Some three months ago your
Orator became indebted to John
R. Gibson, James O. Gibson & C. B. Gibson
merchants & partners trading under
the firm name & style of J. O. Gibson
& Co in the sum, as they claim
of about \$57⁰⁰ due partly by note
& partly by account. This note &
account the place in the hands of
W. P. Sprinkle a constable of said
County for collection & your Orator
is informed that said Constable
claims that he warranted upon said
account & note & obtained judgments

thereon, but your orator denies that
he was ever noticed or summoned to
trial or had any knowledge of
such judgement or trial until
after the judgement was said to
have been obtained. Upon these
judgements obtained before a justice
of the Peace, if at all, executions
have issued & are in the hands of
said Constable as aforesaid & by
virtue of said executions so obtained
as aforesaid, said Constable
levied upon & took away said
mules from your orator & still
has them in his possession. He has
advertised one of them for sale to
satisfy said executions to be sold
at the May term of the County Court
of Lee County, which term of said
Court will begin on the 14th day
of May. Your orator is informed & he
believes it to be true that said
W. P. Sprinkle Constable as aforesaid
has turned over to C. E. Cheek an-
other constable of said county the
other mule so levied on by him
as first aforesaid & said Cheek
has levied on the same by virtue
of an execution in his hands in favor
of W. S. Crowell & O. C. Lee merchants &
partners trading under the firm
name & style of Lee & Crowell for

the sum of about \$18⁰⁰. Your Orator does not know the exact amount of either of said judgments but he admits that he is justly indebted to each of said firms in about the sums mentioned, if he has been given all his proper credits. At the time said mules were seized upon your Orator offered to give a forth coming bond for the delivery at the time & on the day of sale but said Constable refused. Your Orator was then able to give any reasonable bond required.

Your Orator would further state that the sale of said mules would be ruinous to him at this season of the year & their detention has already greatly damaged him. Your Orator is advised that said mules being the only work beast owned by your Orator & he being engaged in agricultural pursuits are exempt by law from seizure, levy or distress.

To enforce & inhibit the said firms of J. O. Gibson & Co, Lee & Crowell & said Constable, W. P. Sprinkle & C. E. Check from selling said mules & have the same redelivered to your Orator is the object of this Bill.

The premises considered your Orator
prays that J. D. Gibson John R. Gibson
& C. B. Gibson merchants & partners trading
under the firm name & style of J. D.
Gibson & Co., W. S. Crowell & G. C. Lee
Merchants & partners trading under
the firm name & style of Lee &
Crowell, W. D. Sprinkle, Constable
& ^{be made parties defendant to this Bill and} C. E. Chick Constable be enjoined
& inhibited from selling & disposing
of said mules, and on a hearing
that a decree be rendered made
delivering said mules to your Orator
free from said liens & seizures.
Your Orator is advised that a
Court of Equity having jurisdiction
of the parties will to prevent
circuity of actions & multiplicity
of suits settle all the rights
of the parties growing out of the same
transaction. To that end he
prays that an account be taken
to ascertain the damages which
has resulted to your orator by
reason of the seizure & detention
of the said mules as aforesaid
& for this relief he also prays
in conjunction with the other
matters herein sought.

~~And~~ if in any wise mistaken
in the mode or measure of his
relief he prays for all such

other & general relief as he may
be entitled to or the merits of
his case requires. May supa
issue &c

A. M. Lewis

P. J.

Virginia Lee County to wit:—

This day M. W. ^HLivingston personally
appeared before me, the undersigned
a notary public in & for Lee County
Virginia & made oath that the
facts stated in the foregoing Bill
are true so far as made upon
his own knowledge & so far as
made upon information derived
he believes them to be true.

D. C. Swell

Not. Public
for Lee Co., Va

Plffs Costs

C 7.30
S 7.00
atty 15.00
N.P. 5.25
wits 3.00
J.P. 75
\$38.30

M. W. Livingston

vs } Bill in Chy -

J. O. Gibson ^{et al}

Injunction granted pursuant to the prayer of the bill enjoining and prohibiting the defendants J. O. Gibson, John R. Gibson and J. R. Gibson merchants and partners trading under the firm name & style of J. O. Gibson & Co, W. B. Crawell, and O. L. Lee merchants and partners trading under the firm name and style of Lee & Crawell, ~~H. B. Sprinkle~~ H. B. Sprinkle Constable and G. E. Black Constable from selling or in any way disposing of the two mules in the bill mentioned until the further order of this Court.

But this injunction is not to be operative until the plaintiff or some one for him shall execute and before the Clerk of the Circuit Court in the penalty of Two hundred & fifty dollars conditioned to pay all cost and damages that may be awarded against him on sustenance of this injunction. W. J. Miller
Is the Clerk of the Circuit Court for Lee County Va

1894 1st May Rules
Bill filed & pd
Executed & Decree in

" 2nd May Rules D. Nise crafts
and Cause set for hearing
by Plaintiff.

" June Term Decree
final, O. B. 4 Page 50

Defts Costs

C 1.25
Comm 5.25
J.P. 75
wits 1.00
\$8.25

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of O.C. Lee and W.S. Crowell, merchants and partners trading under the firm name and style of Lee & Crowell, to a bill in chancery exhibited against them and others in this court by W.M. Livingston.

Respondents say that the said bill is not sufficient in law: that there is good cause of demurrer thereto, and they demur accordingly, and pray judgement of their demurrer &c.,

And not waiving said demurrer, but relying and insisting thereon, should other or further answer be required of them answering as they say:

That they are informed that C.E. Cheek, constable of Lee County, levied an execution in favor of respondents on a mule the property of the said Livingston. Their said judgement was a just one. They are advised that said property was liable to levy, and they pray that said injunction be dissolved, and they be allowed to collect their debt. And now having answered they pray to be dismissed.

Duncan & Hyatt, per 2.

Lee & Crowell

ads ³ Answer

M. W. Livingston

Filed in open Court

June 15th 1874.

A. B. Munsey Clerk

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate answer and demurrer of W.P. Sprinkle, Constable, to a bill in chancery exhibited against him and others in this Court by M.W. Livingston.

Respondent says that said bill is not sufficient in law: he demurs thereto and prays judgement &c.

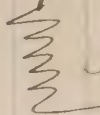
Should other answer be required of him answering he ~~as~~ says: That it is true that an execution was placed in his hands for collection, in favor of J.O. Gibson & Co., against the said M.W. Livingston, which together amounted to some \$50.00 as will more fully appear by reference to said judgements and executions which are filed with respondent's deposition in this cause. There were also two other executions in his hands at the same time in favor of H.W. Holdway's Admr., which also amounted to about \$50.00. These ~~t~~ four executions were levied by him on the two mules in the bill mentioned. Afterwards respondent was requested by the atty. of Holdway's Admr to release the levy of said execution which your respondent did on the 30th day of March 1894, and tendered said mule to the said Livingston, but he refused to accept it, saying he wanted damages. Afterwards and while said mule was still in respondent's possession one C.E. Cheek levied on said mule to satisfy an execution as respondent understood in favor of Lee & Crowell. At the time your respondent made said levy the said Livingston told respondent that he would give up to him said gray mare or mules either, and would give respondent a bond for the forth coming and delivery of the same. Respondent that the mare was not sufficient and he would levy on the mules. Respondent did not refuse to take a forthcoming bond, but did refuse the bond offered, because of its not being sufficient security, but told him that if he

would tender his father or any other good man as security he would accept the same. But this the said complainant neglected to do. Respondent denies that said mules were the only work stock which complainant then had, and he further denies that said complainant was then actually engaged in the business of agriculture.

And now having answered, respondent prays to be hence dismissed. &c.,

Duncan & Hyatt p.d.

H. P. Sprinkle, Com.

ads.  Answer

M. H. Livingston

Filed in open court

June 15th 1894

AVB Munsey Clerk

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of James O. Gibson, C. B. Gibson and John E. Gibson, merchants and partners in trade under the firm name and style of J.O. Gibson & Co., to a bill in chancery exhibited against them ^{+ others} in this honorable Court by M.W. Livingston.

Respondents say that the complainant's bill is not sufficient in law to call upon them to answer it in this honorable Court: that there is good cause of demurrer thereto, and he demurs accordingly and prays judgement of his said demurrer.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of them, answering they say:

That it is true that complainant is a house holder and head of a family, and that it is also true that he is the owner of a farm, but they deny that at the time said levy was made he was actually engaged in the business of agriculture: they deny that said mules were the only work animals of any kind that said complainant had, on the other hand they allege that at the time said levy was made that he had another pair of horses, to wit, a brown horse and a gray mare, of which he then and there appeared to be the owner, and that he was then in the possession of said pair of horses. And they further aver that he gave up and surrendered said mules to the said Sprinkle, constable to be levied on by him, as they are informed. Respondent say that they are informed and believe it to be true that said Livingston was noticed to appear before H.C. Joslyn one of the Justices of said county almost a month before said judgement was rendered. They aver that said judgement was regularly rendered. They say that it is true that execution issued on said judgement and was placed in

~~the hands of the said Sprinkle~~ as constable who levied the same on one of said mules. This left three head of work stock in the said complainant's hands so far as your respondents are concerned. They know nothing of the said Sprinkle turning over a mule to the said Cheek, as they had no interest therein or connection therewith. Respondents know nothing about the offer to give a forth coming bond except they have heard that he tendered such security as the constable was unwilling to take. Your respondent advised the said Sprinkle to take bond if sufficient security was tendered, and they told the said Livingston that if he would give solvent security even for the payment of their judgement that they would accept it and release said levy. Respondent again deny that said mule was the only work animal owned by the defendant, they allege that it was liable to levy, and they aver that if injury has resulted to the complainant from said levy, it was caused by his own negligence and misconduct in refusing to pay said debt or to secure the same by forth coming bond or otherwise.

And now having answered, they pray to be hence dismissed: that said injunction be dissolved &c.

L. Duncan & Hyatt
for J. S. & Co.

J. O. Gibson & Co.

ads. ~~W~~ Answer.

M. W. Livingston

Filed in open Court

June 16th 1894

A. B. Munsey Clerk

M. W. Livingston

against

J. O. Gibson et al

} In Chy-

This cause came on this day to be heard upon the Bill of the plaintiff the Separate Demures & Answer of James O. Gibson, C. B. Gibson & John R. Gibson, merchants & partners in Trade under the firm name & style of J. O. Gibson & Company & the Separate Demures & Answer of O. C. Lee & W. S. Crowell, merchants & partners trading under the firm name & style of Lee & Crowell, the Separate ^{& answer} Demure, of W. P. Sprinkle, Constable, & the Bill taken for confessed as to C. E. Cheek, Constable, the findings in said Demures by the plaintiff & replication to said Answers, the Depositions of Witnesses, & exhibits filed & was argued by counsel.

On consideration of which it is ^{that said Demures} adjudged, ^{each being} ordered & decreed that the injunction heretofore awarded in this cause as to the two work men of the plaintiff be & the same is hereby perpetuated & made final & the defendants & each of them are inhibited from making sale of the same & that the plaintiff recover from the defendants the costs of this suit & W. P. Sprinkle & C. E.

M. W. Livingston

W. J. Decece final

J. D. Gibbon & Co et al

June 7, 1894

Ent. on lib. Ord. Book P. 58

Enter this

June 16th 1894.

Check are ordered & directed to release
& turn over to the plaintiff at his
dwelling house said two mules
so taken & levied on by them
& no further action being necessary
this cause is stricken from the
docket without prejudice to the
plaintiff to bring such suits at
law for damages sustained
by him if any, as he may be
advised is proper & the cause is
stricken from the docket.

To J. R. Gibson, J. O. Gibson, C. B. Gibson, W. S.
Crowell, O. C. Lee, W. P. Sprinkle and C. C. Cheek.

TAKE NOTICE, That I on the 28 day of
May, 1894, at the Office of D. C. Sewell
in the town of Jonesville, Va.,

will proceed to take the deposition of Joseph Hillis, J. M. Tate,
M. H. Livingston and others
which, when taken, are intended to be read as evidence on my behalf in a certain suit in Chancery
now pending in the Circuit Court of Lee County, State of Virginia, in which
I am _____ plaintiff and
you are _____ defendant.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

This May 16, 1894

Very Respectfully,

M. H. Livingston

Per Cunnack.

M. W. Livingston

vs } Notice to take
Depositions.

J. R. Gibson & als

Executed Mayth 21. 1894
by delivering a true copy
of the within notice to
J. R. Gibson. C. B. Gibson
J. C. Gibson. C. C. Lee
W. S. Cramel. C. E.
Cheek, and W. P.
Sprinkle. This Mayth 21. 1894

C. E. Flanagan. S. L. b

Depositions of Joseph Willis and others taken pursuant to notice hereto attached at the office of D. C. Sewell in the town of Jonesville Lee County Va. on the 28th day of May 1894 which are intended to be read as evidence on behalf of Mr. W. Livingston Plff; and J. O. Gibson & Co. Defs. in a certain suit in Chancery now pending in the Circuit Court of Lee Co. Va.

Mr. W. Livingston the Plaintiff a witness of lawful age after being duly sworn deposes and says.

Interrogatories by Plffs Counsel -

Please state, whether or not the pair of mules levied on by W. P. Sprinkle Constable, to satisfy an execution in favor of J. O. Gibson & Co; and one of which was afterwards levied on by C. E. Chick Constable, to satisfy an execution in favor of Lee & Crowell, are or are not all the work horses or horses of any kind owned by you at the time of said levy; and whether or not that at that time you was a citizen of Lee County Va, a house holder & head of a family; and whether or not you were and are engaged in the business of Agriculture or farming as your chief occupation?

Ans by witness. They are and was the only work stock I had. I was at the time of the levy and am still a citizen of this county and head of a ^{family and} household. I was engaged in the business of Agriculture at the time of the levy and am still engaged in farming.

Quest 2. State whether or not at the time of said levy you told the officer W. P. Sprinkle, that said Mules were the only worked beast you owned & that the were accordingly exempt from levy.

Ans by witness I did so tell him

X Examination by J. Gibson &c

1st Ques. Did you not own a gray mare at the time of said levy?

Ans - I did not

Ques 2. Did you not have a gray mare on your farm and in your possession.

Ans. There was a gray mare there and had been for two years that belonged to my wife.

Ques 3. Please tell how many horses ^{mules} were on your farm at the time of said levy and to whom they belonged?

Ans - There was four on my farm at that time one belonged to J. M. Tate one to my wife and two to myself.

Ques. 4. Were these four all the horses on your place at the time of said levy?

Ans. That was all on my home place

and vally place.

Ques. 5. Did you tell H. P. Sprinkle, at the time of said levy, that one of the horses on your place belonged to John M. Tate?

Ans. Yes sir I told him so.

Ques 6. Were there not other horses on your flag-pole place, if so, to whom did they belong?

Ans. There was two mule colts and they belonged to my son.

Ques 7. How old are said mule colts and how old is your son who you say owns them?

Ans. They are one year old this Spring and my son is near twenty eight years old. and my son lives on said farm and in possession of said farm.

Ques 8. How long has your wife owned said gray mare?

Ans. I think about two years.

Ques. 9. In answer to question one of your examination I saw whom did your wife get said gray mare and when?

Ans. She got the mare from my son B. F. Livingston about two years ago.

Ques. 10. How old at that time was your son B. F. Livingston?

Ans. He was about 22 years old.

Ques. 11. I saw whom and when did he get said gray mare?

Ans. My son. The oldest boy, about two and one half years ago or more.

Ques. 12. From whom and when did your oldest son, Henry, get said gray mare?
Ans. He got her from me. Something over two and one half years ago.

Ques. 13. Did not H. P. Sprinkle, a few days after said levy, offer to give up to you one of the mules he had levied on?
Ans. He did not.

Ques. 14. Did not H. P. Sprinkle, on the 30th day of March in the town of Jonesville offer to deliver up to you one of said mules.

Ans. He did not, but said to me he was going to turn over one of the mules to C. E. Check Const. of said county.

Ques. 15. In answer to ques. 1. of your examination in chief you state that you were ^{engaged} in the business of agriculture at the time of said levy, and are still engaged in farming. Please state how extensively you are and were so engaged?

Ans. I have got about 14 or 15 acres in wheat, and about 20 acres in oats, about 12 or 14 acres in mallow, about 20 acres in corn, am also interested in about 6 acres that I have to furnish work stock, and also 4 acres for wine Bleckers that I have to furnish stock.

Ques. 16. On the 30th day of March 1894 about the Courthouse, did you not tell C. E. Check that H. P. Sprinkle had offered to

delivered up to you one of said mules?
 Ans. No sir I did not.

- Re-examined -

Quest. 1. In your cross examination in answer to question 12 you state that your son Henry got said Gray mare from you, please state what he gave you for her?

Ans. He gave me eighty dollars.

Quest. 2. State what was the consideration your wife gave for said mare?

Ans. Her Father gave her a mare, and I sold her. She told me the mare her Father gave her did not suit her and for me to sell her, and did so, and this gray mare was purchased from the proceeds of the mare I sold for her.

Quest. 3. Which of your work property have you selected as the property exempted under the law as an agriculturalist & farmer & head of a household?

Ans. I have taken the mules as they were all I had.

Quest. 4. How long have you been actively engaged in farming & the agricultural business?

Ans. All my life.

Quest. 5. Did you ^{offer} ~~tell~~ W. P. Sprinkle ^{the money the law} ~~that~~ the time ~~that you would~~ give him a forth coming & delivery bond for said mules & if so what did he say?

Ans. I offered to give him bond, and he said he could not draw the bond.

X - Examination.

Ques. 1. When did your wife's father give her the mare?

Ans. A short time before he died. I will

Ques. 2. Say now to the best of my recollection it has been about 12 or 13 years ago. Since he gave her the mare.

Ques. 3. How old was said mare when your wife got her?

Ans. She was two years old then.

Ques. 3. For how much did you sell her, and upon what terms? and to whom, and when?

Ans. I sold her to Kilgus & Pennington for \$120⁰⁰ cash in hand. it has been 9 or 10 years ago.

Ques. 4. Upon what terms did you buy the gray mare for your wife?

Ans. I bought her for cash.

Ques. 5. Did N. P. Sprinkle offer to take a forthcoming bond, if you would give a good one?

Ans. He did, but he said he could not write one, and I told him I would go and get Mr. Tate to draw one.

Ques. 6. Did you ever present Mr. Sprinkle a bond, if so, whose names were on it as security?

Ans. I did not. I offered to give as my Sureties Mr. Jno. M. Tate & Joseph Willis.

Ques. 7. Did said Sprinkle refuse these securities on the bond, if so, what reasons did he give for so refusing?

Ans. He said he did not know the parties and could not take them, I told him I could give others.

Ques. 8. Then did you ever offer to give him a bond which he considered good? In fact, did you ever offer or present a bond at all.

The above question is objected to from the fact that the same question has been asked and answered above two or three times.

A. M. Gomis for
plff.

Ans. I never tendered to him any bond but told him I would give him bond.

Ques. 9. Did not W. P. Sprinkle tell you that, if you would give him a good bond, he would deliver to you the two mules?

Ans. If he did I don't remember I told him I would give him a good bond.

Ques. 10. Did ^{you} not tell W. P. Sprinkle on the day he made the levy that you would deliver to him the often aforesaid gray mare?

Ans. I told him if he would go home with me I would see my wife to give up the gray mare if my wife was willing Sprinkle said he could not do it and was not going to fool with ^{it} any longer.

Dec. 11.

On the day before the County elections in May 1893 ~~at~~ Hunter's Gap did you not offer to swap said gray mare to C. E. Cheek?

Ans. If I ever did I have no ~~any~~ recollection I did propose to swap to him an other gray mare known as the Ruby mare, and further more this defendant saith not.

M. W. Livingston

Samuel Willis an other witness of lawful age being duly sworn deposes and saith.

I am acquainted with M. W. Livingston he is the head of a family, and householder and a citizen of Lee County Va. and at the time of the levy he owned the mules driven on by W. D. Sprinkle and was working the gray mare and the horse I understood to be Mrs. M. Tate's. Some time before this levy was made I went with Isaac Rogers to M. W. Livingston for the purpose of swapping horses with said Livingston for said Rogers, and proposed the swap in presence of said Livingston & wife his wife objected and said the mare was hers and she was going to keep her that she wanted to raise a colt from her, and this was before the levy was made. The two mules the gray mare and the Tate horse was all the ^{horse} property that said Livingston had in possession at the time the levy was made.

To D. C. MARR: - X Examined By Dep.
 Just 1st How long before the levy was
 made by Spink on the mules
 was it, that you proposed the horse
 swap, with Livingston?

Ans - I can't state the exact time but it
 was before the Ledford & Livingston case was
 settled.

Just 2 How far do you live from
 M W Livingston, and have you not
 frequently visited his house for the
 past 2 or 3 years?

Ans. I live about 1/2 mile, and have frequently
 visited his house & family.

Just 3 Did you ever except the time spoken
 of by you in your direct exam-
 ination, hear Mrs Livingston claim
 the mare or, M W Livingston say
 she belonged to, his wife?

Ans - I have heard Mrs Livingston claim
 the mare and have heard M. W. Livingston
 say the mare was hers

Just 4. Then why was it you went to
 Mr Livingston, instead of Mrs
 Livingston, to make the swap?

Ans - I just supposed as he was the head of
 the family he would be the one to swap
 with

And further more this deponent says
 not.

Witness
 Claims
 ID. 50

Sampson ^{his} Willis
 mark

H. P. Arrington another witness of Lawful
age being duly sworn deposes & says.

1 I am acquainted with M. W. Livingston, he
2 is a citizen of this county, and householder &
3 head of a family. I am Deft. Sheriff of
4 this county and have had executions against
5 said M. W. Livingston, I returned some of the
6 executions not satisfied. I asked for property
7 and said Livingston stated the Gray Mare
8 was his wife and this was before the levy
9 was made by W. A. Sprinkle.

That part of the testimony in line
7 & 8 is objected to because hearsay
and self serving declarations of plff.

Duncan & Hyatt for
Defts.

X Examined by Deft

Just 1st. Did you as D. S. ever levy on
any of the property of M. W. Livingston,
while you held Executions, or was
you made ~~put off~~ upon the
State Court of Mr Livingston that
he had ~~no~~ no property?

Ans. I made no levy Mr Livingston claimed
the property belonged to others of the family
and further this deponent says not.

Witness claims
1 Day 50

H. P. Arrington

E. C. Livingston another witness of
lawful age being duly sworn deposes &
says.

I am the wife of M. W. Livingston, the
gray mare spoken of in these proceedings

Whose name is now, is my individual property. My Father gave me a mare, and she did not suit me. I authorized my husband to sell her, and he did so, and this gray mare I taken for the one he sold of mine my Father gave me. I have owned this same mare now going on two years, and have had absolute control of her as my property. My husband at the time of the levy only owned the two mules lived on by W. A. Sprinkle. The horse he had in possession at the time said Sprinkle made the levy belong to Mrs. M. Tate.

X Examination

Ques. 1. When did your father give you a mare?

Ans. It must have been about 10 or 15 years ago.

Ques. 2. How old was the mare when your father gave her to you?

Ans. She was three years old if I am not mistaken.

Ques. 3. How long did you keep said mare?

Ans. I recen we kept her three years any way.

Ques. 4. Whom did you buy the gray mare from, when did you buy her, and how much did you give for her?

Ans. We got her from my son Benton, about two years. We give eighty dollars for her.

Ques. 5. Where did you get the \$8000.

Ans. I got it - as the proceeds of the mare my Father gave me.

Ques. 6. How much did you get for the mare your father gave you?

Ans. I got \$100

Ques. 7. Did you keep this money all the time from the time you sold the mare your father gave you until you bought the gray mare?

Ans. Yes Sir or the proceeds of it.

Ques. 8. Who kept and used said proceeds in the meantime?

Ans. My husband used it - when he wanted it - I used it - when I wanted it.

Ques. 9. At the time of the levy had your husband ever delivered the possession of the brown horse to Mr. Tate?

Ans. - Yes Sir he taken him off.

Ques. 10. Were there any other horses on your husband's lands at the time of the levy except the gray mare, the two mules and the Tate horse?

Ans. - That was all.

~~Ques. 11.~~ And further more this deponent saith not.

Witness claims

1 Day - 50

Ellen ^{W.} Livingston
J. Mark

Joseph Willis an other witness of law full age being duly sworn deposes & saith.

I am acquainted with M. W. Livingston the Deft. in this case, he is a citizen of this county a house holder & the head of a family.

I know the fact that Mrs. M. Tate bought the Brown horse referred to in former deposition of M. W. Livingston before W. P. Sprague Commissioner on the two mules spoken of. I know nothing of other property except what I have heard. I have heard the mules was his by neighborhood talk and that the mare was his wife's.

X Examination.

Ques. 1. Who told you the mules were M. W. Livingston's?

Ans. - I heard Sampson Willis say they were his and others in the neighborhood that I cannot now recall.

Ques. 2. How did Samp's say he ^{M. W. Livingston,} got the mules?

Ans.

The above question is objected to because irrelevant and immaterial.

A. M. Goins,
for plff.

Ans. - I don't know that I did.

Ques. 3. Who told you the ~~gray~~ mare was Mrs. Livingston's?

Ans. I heard it as a country talk I can't state any particular one.

Ques. 4. ~~What was it~~ ~~Sampson~~ told the negro?

And further more this deponent said ~~not~~.

intends claim

1 Day - 50

Joseph ^{his} Willis
mark

Zachariah Osborn an other witness of lawful age being duly sworn deposes

and said. I am acquainted with M. W. Livingston. He is a citizen of the County of Lee and State of Va. a householder and the head of a family. at the time W. P. Sprinkle levied upon the mules. There was four head of horse stock in M. W. Livingston's possession two mules 1. Brown horse and one gray mare. The mare was claimed by Mrs Livingston before the levy was made I know the fact that Mrs Livingston's Father gave her a mare and that this gray mare is in lieu thereof for the one gave to her by her Father as to the Brown horse I don't know who he belonged to at the time the levy was made.

X. Examination.

Ques. 1. How do you know Mrs Livingston's father gave her a mare?

Ans. I saw some of the family bring her home and Mrs Livingston took her in possession.

Ques. 2. Who brought the mare over and from where?

Ans. I don't recollect who brought the mare but some of the family. They brought the mare from Mr Lawson across the Mountain to Mr Livingston's

Ques. 3. Do you know of your own personal knowledge that Mr. Lawson did give Mrs. Livingston a mare

Ans. Yes Sir - Mrs Livingston got the mare and that Mrs Oxford got one at the same time

Ques. 4. Were you present when the gift was made? or did you ever hear Mr Lawson say he had given her the mare?

Ans- No sir I was not present nor ever heard Mr Lawson say he gave to Mrs Livingston the mare.

Ques. 5. How do you know Mrs. Livingston claimed the gray mare?

Ans- I have heard her claim her (the mare)

Ques. 6. Did you ever hear her claim the mare before the levy was made?

Ans- I don't know that I did I won't be positive about it.

Witness

Claims

1 Day 50

And further more this deponent saith
not.
J. R. Osburn

Virginia Lee County, to wit:

I, Jno M. Tate, a notary public for the County aforesaid in the State of Virginia, do certify that the foregoing depositions of M. W. Livingston, Sampson Willis, H. P. Arrington, Ellen Livingston Joseph Willis & J. R. Osburn were duly taken, sworn to & subscribed before me at the time & place & for the purpose in the caption mentioned, given under my hand this the 28th day of ^{May} 1894.

Jno. M. Tate N.P.

The foregoing depositions are each and all excepted to because not taken before an officer who had the right to administer an

W. W. Livingston

W³ Deposition

J. O. Gibson & Co. et al

Received from Notary

Public before whom

taken & filed this

28th of May 1894

A. B. Munnayck

Notary fee 5²⁵
Witnesses 3⁰⁰

oath. The said John M. Tate is not a Notary
public, he never having qualified and ex-
ecuted bonds, as such. Since his term of office
expired July 1st 1894
June 1st 1894

Simson & Hyatt,
Attys for the Defendants.

Deposition of John M. Tate, taken
before me H. C. Jordan a Justice of
the Peace for Lee County, pursuant
to notice ~~herewith~~ hereto attached
at the Office of S. C. Sewell in the
town of Jonesville Lee County Va
on the 28th day of May 1894, which
is intended to be read as evidence
on behalf of M. W. Livingston in a
Suite now pending ^{in the Circuit Court of Lee Co.} in which M. W.
Livingston is Plaintiff and F. B.
Sikron & Co are defendants.

Present A. W. Goens for Plaintiff
and L. T. Hyatt for Defendants
J. M. Tate another witness of
lawful age being duly sworn
deposes as follows.

I am acquainted with M. W. Livingston
he is a Citizen of Lee County, is a
householder and the head of a
family, and is engaged ^{in the} occupation
of a farmer, and at the time ^{I heard} of
the levy ^{being} made in this case, ~~by~~
W. P. Sprinkle Constable, he had a
horse I had purchased from him,
I bought the ^{Brown} horse before the 27th day
of March 1894, I bought the horse,
and paid for him, and it was a
Bona fide trade.

X Examination.

Ques. 1. Please state the contract of purchase
of said Brown horse from said Livingston.

Ans. I went to Mr Livingston's house
I think some time in Jan. or Feb. 1894
Mr Livingston owed me some money near
\$200 dollars, and bought the horse and
he was to keep and use the horse until
he completed a log yard on Mr G. Osborn
farm and before he got through I went
and got the horse and left with him
a mule to finish the work.

Ques. 2. Was this a verbal contract?

Ans. I bought the horse by verbal contract
I had no writings only to give credit on
the note I held against him which I did.

Ques. 3. Was it before or after the 27th of March
that you let him have the mule in place
of the horse?

Ans. It was after.

And further This deponent soith not.
Jno. M. Tate

Virginia Lee County To wit:

I, Henry C. Joslyn a Justice of the Peace
for the said County, do hereby Certify that
The foregoing deposition of Jno M. Tate
was duly taken, sworn to and Subscribed
before me, at the time and place mentioned
in the Caption of the same.
Given under my hand this 28th day
of May 1894.

H. C. Joslyn J. P.

M. W. Livingston
Plaintiff

J. O. Gibson & Co et al
Defendants

Deposition of J. M.
Lutz.

Received from the Justice
before whom taken and
filed this 28th day of
May 1894
A. B. Muncey Clk

J. O. Free 75cts

The depositions of Robert Truly
and

Tobias Pursuant to Notice hereto
attached before the undersigned
W A Owens a Justice of the Peace
in and for Lee County Virginia at
the store of M Pherson and Rob
in at on Blacks water in said County
of Lee on Saturday the 2nd day of
June 1894, which depositions
are intended to be read as evidence
on behalf of Dyke
in a Chancery Cause now pend-
ing in the Circuit Court of Lee
County Va in which M W Living-
ston is complainant and J O
Lisbon & Co & others are defendants
Present M W Livingston Plaintiff
J O Lisbon one of Dyke
and C T. Dunsen of counsel for Dyke

1 day.. Robert Truly a witness of lawful
50 cts. age being first duly sworn deposes
Paid by, and says.

J. O. Lisbon Question. Are you acquainted
with a certain gray mare now
claimed by the wife of the said
M. W. Livingston, and owned
for use in this county.

Ans. I don't know that - I am acquainted with the said mass
I have a gray mouse there his friend-
-ish.

2. Who owned or was in possession of said gray mouse last summer.

Ans. In the latter part of last summer I was collecting toads on Blackwater. I met up two or three times with Benton Livingston a son of M.W. Livingston who proposed to trade to me a certain gray mouse which he then owned. ^{or was in possession of}
I do not know whether this is the same mouse now claimed by Mrs Livingston or not.

3. Do you know what said Benton Livingston did with said gray mouse?

Ans. I do not.

Obj. This deposition is objected to for any purpose because the witness shows himself incompetent, not know the property in question.

C.M.R. Ewing
for Plaintiff.

And further this witness
saith not.

R P Keeley

1 day

50 cts

paid by

J O Bledsoe

Ervin S Bledsoe. another witness
after being duly sworn deposes and
says.

question. Do you know a certain
gray mare now on M W Living-
ston's farm and claimed by his
wife.

ans

I don't know that I do. I have
seen his wife riding a gray
mare twice during last winter.

2 Please state if you know who owned
said gray mare last summer.

ans.

Both M W Livingston & Benton
Livingston told me she belonged
to Benton Livingston.

This was about the first of June
1873.

This deposition is object to
for reasons assigned above.
Ervin.

And further this witness saith
not.

Ervin Bledsoe

Virginia Lee County to wit

J. H. A owns a Justice of the Peace

in and for Lee County do certify
that the foregoing depositions of Robert
Nely, and Ernie Bledsoe were taken
sworn to and subscribed before me
at the time and place and for the
purposes mentioned in the caption
And no other witnesses appearing
the further taking of depositions in
this case is adjourned to the office
of Duncan & Hyatt in the town
of Jonesville on Monday June
18th 1894

Given under my hand this the
2nd day of June 1894.

W. A. Owens J. P.

J. D. Gileson & Co
atd M Bledsoe

M. W. Livingston

Filed June 4th 1894
A. B. Munsey Clerk

Costs:
Robt Nely .50
Ernie Bledsoe .50
Justice 75th

Paid by J. D. Gileson
W. A. Owens J. P.

The deposition of W^m P. Sprinkle
before me A B Murray court in Chancery,
to agreement, at the office of the Clerk
of the Circuit Court of Lee County on
the 1st day of June 1894, to be read
as evidence in behalf of the defendant
in the Chancery cause now pending
in the Circuit Court of Lee County
Virginia, in which M W. Livingston
is complainant and J. O. Gibson & Co
and others are defendants.

Present A M. Goins of Counsel for
complainant.

C. T. Duncan Counsel for Defts.

William P. Sprinkle a witness of
lawful age being first duly sworn
deposes & says.

1 question. Are you one of the Defen
dants in this case?

Ans I am

2 Are you the same W^m P Sprin
kle who, lived on the mules in con
trovery in this suit, as constable.

Ans I am

3 In his bill filed in this case
the complainant M W Livingston
states that he was never summon
ed for trial on the two warrants
upon which the judgments were

rendered, and upon which the exactions issued which were levied by you on said mules. please state how this, is, state if you summoned said Livingston, and if so how long before day of trial.

Ans

Ans

Ans

Objected to be cause intimidating
H. M. Jones att for

I Summoned him on February the 8th and gave him till march the 5th for day of trial.

4 When did said, exactions come into your hands for levy or execution
ans On march the 5th or 6th I think the day they bear date.

5 Please state if at the time you levied on said mules, said Livingston offered you a forthcoming bond, for the delivery of said mules at a day and place of sale, and if you refused said bond, state all about it.

Ans

He offered to give me a bond, but I refused to take the bond he offered, but did not refuse to take a good bond. I told him to get his father or some other good ^{man} to, sign the bond and I would take it. That I did not want to remove the mules.

6 You say you refused to take the bond

he offered, who did he tender as
security on the bond he offered.

Ans

He tendered John M Tate and Joseph
Willis.

7. Did Mr Livingston on that oc-
casion, that is when you made said
levy on said Mules tender you any
other property to be levied on to satis-
fy said executions if so what.

Ans

He said he would give me a gray
mare, or the mules either, and would give

- * ~~After saying on said mules said~~
~~you afterwards~~ me a bond. I told him
that the gray mare was not sufficient
to pay the executions I then had in my
hands. ~~on~~ I then had in my hands
four executions against ^{him} for collection
against Mr Livingston two of which
were in favor of J O Gibson & Co and
are the executions mentioned in the
proceedings in this case, one of the
others was in favor of G A Ewing adm^r
of H W Holdway, and the other in
favor of Horton & Co. These four executions
as well as I remember amounted about
one hundred dollars.

- 8 ~~After saying on said mules~~ did you
~~afterwards~~ offer to return one of
said mules to said Livingston

Ans

and if so, why did you do so.

I did offer to return one of them to said Livingston, the reason I did so was because Blankenship atty for the other executions released the levy, and Mr Gibson told me that he would only hold one of them as he thought that one of them would satisfy his execution.

9 Where were you and Mr Livingston when you offered to return said Mule to him, and release the levy on the same

Ans

We were on the street at Jonesville, and the mule was at my house, about a mile and half away.

10 What answer did he make to your offer to release said Mule to him.

Ans

He said he was not going to have it, that he was going to have damages.

11 Did said Livingston ever tender you any one else except J M Lott and Joseph Willis for the forthcoming, and delivery of said Mules?

Ans

He never did, I tried to get him to, he said they made a better bond than his father would.

12 At the time you made said levy what other horse or mule stock had Mr. Livingston in his possession.

Ans

He had a team of horses or horses and a mare, he had a gray mare and a brown horse, which he was working at the time.

13. Please give the date as nearly as you can when you offered to deliver said Mule to Laird Livingston, and when you released the levy thereon.

Ans

The 30th day of ~~April~~ March 1894

X- Examination

Quest. 1. Who was present at the time you summoned M. H. Livingston to trial in the case of J. O. Gibson & Co against him, where was it, and to what point did you summon him for trial?

Ans

No one but Mr Livingston & myself; at his barn and he took the account in his hand and looked at it and said he was surprised at Mr Gibson pushing him; I summoned him before H. C. Joslyn at his office in Jonesville.

Quest. 2. At what place in Jonesville was H. C. Joslyn's office at that time?

Ans

I think he usually uses H. W. Blankenship's office as his office.

Quest. 3. Who was present when you made the levy in the case

now in controversy and
on what property did you
levy?

Ans No except Mr Livingston and myself;
I levied on the mules that is now in
controversy.

Ques 4. At the time you went to Mr.
Livingston's and when you lev-
ied on said mules, how did
you introduce the subject of
your mission?

Answer. I first asked him for some money on the
executions.

Ques 5; Did you not bargain Mr Livingston
for a swap for the brown before
you said any thing to him
about money on the executions,
and did he not tell you
that said horse belonged to
John M. Tate?

Ans I did not.

Ques 6. Did not Mr. Livingston tell
you when you levied on
said mules that he would
give any body on Blackwater
on a forthcoming bond, or words
to that effect, and did you
not reply that you could
not write a bond?

Ans

He did not offer me any one except Joseph Willis & J^r M Tate; I told him that I did not have any blank bonds with me but would get one if I could have it filled if he would put some good man on it;

Ques 7 Can you tell why it was that you would not take John M. Tate and Joseph Willis on said bond?

Ans

I did think they would make a good bond.

Ques 8 Did you tell Mr. Livingston who you would take on said bond, if so who?

Ans

I told him I would take his father or any other good man.

Ques 9 Was you governed by your own knowledge ~~and information~~ as to the worth of the parties you should take on said bond, or was you governed by the dictation of J. R. Gibson ^{or} some member of the firm of J. R. Gibson & Co.?

Ans

I was governed by what I heard said about Mr Willis; that you could not make anything out of him or that he would not pay anything he owed.

No member of the firm of J O Gibson & Co had ever spoken to me about it at that time. I told him that I did not know whether J M Tate was worth anything or not.

Ques 10 Did you inform yourself as to the worth of Tate and Willis before you refused said bond?

Ans. Nothing more than I had heard.

Ques 11. If Joseph Willis owns real estate in his own name worth \$3000, with an encumbrance of only \$500, and John M. Tate owns a life estate in a farm estimated to be worth \$8000, do you not think they would make ample and sufficient security to secure the payment of a debt of \$1000.

Ans I suppose it would if they own it;

Ques 12 Which do you think would make the best security, A. J. Livingston who owns only a ^{acres} courtesy interest in 200 of Blackwater land, or John M. ^{on} Tate and Joseph Willis, if they own the property stated in the above question?

Ans I believe Mr Livingston would.

Ques 13. Do you know the age of A. J. Livingston?

ans I do not. I would guess him to be seventy five years old.

Ques 14. Which is the more ample to secure the payment of a debt of \$100, the ^{courtesy} interest of an old man of 75 years old in a rough mountain farm worth ~~\$3000~~, or the fee simple interest in a \$2000 farm and also the life estate of a man of 50 in a \$4000 dollar farm?

ans I believe that it depends upon who owns the interests.

Ques 15. Will you please ~~file at~~ ^{exhibit} here and now the executions you had in your hands at the time you made the levy on said mules, together with your returns on said executions?

ans I will exhibit the ones I have in my possession. The two of J. O. Gibson & Co. ^{the} other two have not got in my possession. I delivered them to G. W. Blankenship the atty in the Cases

Ques 16. By whom was said two executions issued that you returned

to Blankenship?

Ans By H. C. Joslyn J. P.

Ques 17,

On the two executions you file herewith there are two returns on each one. ~~The fact~~ In the last return on each you say that Blankenship releases his levies and that you then release the levy on the Gray mule &c. Said return is dated on March 30. Did you see said Livingston on the 30th, and did you make this return until after you had been applied to for the papers to bring this suit?

Ans

I saw Livingston on March the 30th in Jonesville. I did not. I made it on the same day after I had been applied to for the papers.

Ques 18

You say that you offered to release the Gray mule to Mr. Livingston. Had you not previously conferred with Constable Chuk ~~beforehand~~ and have an understanding with him that he was to levy on said mule as soon as you released it?

Ans I dont remember of having any conversation with Mr Cheek about it; before I talked to Mr Livingston about releasing the mules.

Ques Did you ever propose to Mr. Livingston to return his mule to him ~~from~~ at the place from whence you received it?

Ans. I dont remember whether I did or not.

Ques. ~~Did I ask you the~~
Do you not know that two of the executions which you lived on Mr. Livingston's mules had been previously reported by a carrier, in a chancery suit as liens on his land, and that his land was then advertised to sell to satisfy said liens?

Ans. I was informed that they had been reported in the Chancery suit the day I released the levy.

Ques Did you know at the time you made said levy that Livingston was a householder & head of a family?

Ans. I did.

Ques. Did Livingston not tell you at the time you made said levy

that said mules were the ^{only} horses
he had and that he claimed
them under the law, or words
to that effect?

Ans. I think he said that was the only team
he had or words to that effect, and I
think he said he claimed them under
the law.

Ques. Why did you not levy on the
Gray mare and the brown
horse instead of the mules,
especially after he proposed
to give you the mare (as you say)
and after he told you that
he claimed said mules under
the law?

Ans. I don't know that I can give any partic-
ular reason. I believe he said the mare

Ques. Belonged to his wife, and I did not
think she would pay the debts

Ques. Did J. O. Gibson & Co. execute to
you an indemnifying bond
in ~~the~~ case of the property
levied on by you?

Ans. They did

Ques. For what sum and on how
many mules?

Ans. One hundred & two dollars & for one mule

Ques. Was said bond not been changed

since it was first ~~executed~~^{written} from two mules to one mule, if so when was it changed?

ans

If it has been changed any ~~it was~~^{it was} changed before I seen it I filed said bond herewith marked "A"

Ques.

When was said bond signed and delivered to you?

Ans. I dont remember exactly when it was delivered to me but I think it was on the 30th of March 1894 It was signed when delivered to me. I did not see it signed.

Examined.

- 1 If an execution against J. M. Tate for \$58. and some cents was on the 1st day of March 1894, returned by the sheriff "no property found" would regard him as good security and a forthcoming bond.
- ans I would not.

- 2 If an execution against Jas Willis for \$68. and some cents, ^{against} has been returned by the sheriff no property found, and still stands on the execution book unsatisfied would regard him as good security and a forthcoming bond.
- ans I would not;

3. You have stated in conversation here that, Mr Livingston, said on the day you made the levy on the mules that he had sold the brown horse to J. M. Tate, on what day did he claim~~ing~~ he had made said sale

ans On Saturday before I was there.

4th question. In whose possession was the brown horse on the day ~~you~~ levied on the mules.

ans He was in possession of Mr Livingston

5 who was using said horse that day

ans Mr Livingston and his boys; was hauling logs with him

6 Did you propose to trade with Mr Livingston's boys for said horse, if so what did they say about trading him.

ans I asked them if ~~they~~^{Mr Livingston} would trade the horse and they said he would not that he was a good work horse, ^{& saddle horse} and he did not want to trade him.

7 Was this before or after you saw Mr Livingston?

Before.

8. Did Mr Livingston tell you he had sold the horse to Tate before or after you had informed him of your business then to collect said executions

ans After I told him my business

and further this Deponent saith
not.

W. P. Sprinkle

Charles Lebeck another witness of law-
ful age deposes and says

1. On the 30th day of March 1894, did
not Mr Livingston here in Jonesville
and not far from the Court, tell you
that W. P. Sprinkle had offered to deliver
up to him, (Livingston), one of the mules
arrested by him. Sprinkle

Ans He did.

2. Did you levy on one of said mules, if
so state what day you made said, levy
and whether it was before or after Mr
Livingston told you Sprinkle had of-
fered to deliver one of said mules up
to him

Ans

I Came to town on the 30th of March 1894
I met with Mr Sprinkle on the Street
and he told me that he had offered
to give up one of the mules to Mr
Livingston and that he would ~~turn~~
the mule over to me and I could levy
on it and I come upon the hill and
met with Mr Livingston and we got
to talking about the mule. and he
told me that Mr Sprinkle had offered

to give up one of the mules but that he would not take it without he got both, and told him that I was thinking about levying on the mule and he advised me not to do it, that he was going to bring suit for the mules for they was all the team he had then I went and saw Mr Lee & Mr Crowell and told them that I would not levy on the mules without a bond they gave me a bond and I told Mr Livingston that I would have to levy on the mule

3 Did he offer you a forth coming bond
ans He told me he would give me a forth-coming bond at April Court.

4 Did he give said bond.
ans He did not. I told him I would take the bond he offered that I was busy then and in the evening he declined to give the bond.

5 What reason did he give for declining to give said bond.
ans He said he was going to bring suit that his lawyer had advised him not to give any bond.

6 Did he tell you when he had sold the horse to Tate.
ans He did not.

- X examined -

Quest. 1. Did W. P. Sprinkle give you
an order to any one from
the mill you lived on, if
so please file it?

ans He did. Mr Sprinkle has just handed
it to me and I file it herewith marked
(B)

Quest. 2. What time in the day did he give
you said order?

ans late in the evening
And further this deponent saith
not

C. E. Check

Virginia Lee County to wit:
I A. B. Munsey a Commissioner in
Chancery for the Circuit Court of Lee
County Virginia do certify that the
foregoing depositions of W. P. Sprinkle
and C. E. Check were taken before
me at the time and place mentioned
in the caption and for the purposes
therein mentioned and were duly
sworn to and subscribed before me
Given under my hand this the 1st
day of June 1894

A. B. Munsey Comr
in Chancery

Know all men by These presents
that we J. O. Gibson Esq and
Harry J. Morgan are held and firmly
bound unto W. P. Sprinkle Constable
of the County of Lee and state of
Virginia, in the sum of (\$102.⁰⁰)
one hundred and two dollars to the
payment whereof well and truly to be
made unto the said W. P. Sprinkle
Constable as aforesaid, we bind
ourselves and our heirs, executors
and administrators, jointly and severally
firmly by these presents, sealed with
our seals, waiving the homestead
exemption, and dated this 27th day
of February 1894. The Condition of
the above obligation is such, that
whereas, J. O. Gibson Esq. upon two
Judgments obtained before H. C. Joclyn
a Justice of the Peace for the County of
Lee and State of Virginia, against
M. W. Livingston, has sued out two
writs of Fieri Facias, for taking the
goods and chattels of M. W. Livingston
to satisfy them the said J. O. Gibson Esq
the sum of \$50.⁷² and interest thereon
from the 27th day of March 1894,
till paid, and the costs, which writs

was directed to W. P. Sprinkle Constable
of Lee County. And W. P. Sprinkle the
Constable aforesaid of Lee County,
has levied the said executions, on the
following property to wit: ~~Two~~^{one} Mare
Mules ^{Brown} age not known. ~~one~~^{one} ~~and~~
~~and one~~ ^{and} ~~and~~ a doubt arising
whether the said property is liable
to such levy, the said Constable
has applied to the said J. O. Gibson Esq.
for an indemnifying bond, according
to the statutes in such cases made
and provided. Now Therefore if
the said J. O. Gibson Esq. and ~~Henry~~
J. Morgan their heirs, executors and
administrators, shall indemnify the
said W. P. Sprinkle Constable as
aforesaid, against all damages which
he may sustain, in consequence of the
seizure or sale of the property on which
the said executions have been levied,
and shall moreover pay and satisfy
to any person or persons claiming title
to said property, all damage which such
person or persons may sustain in
consequence of such seizure or sale
and shall also warrant and defend

to the purchaser or purchasers of the
said property. Such interest and estate
therein as shall be sold under the
said execution. Then the above
obligation to be void, otherwise
to remain in full force

J. O. Gibson *Test*

Henry J. Morgan *Test*

J. O. Gibson & Co
Indemnifying Bond
M. W. Livingston

"(A")

Jonesville Va March 30th 1894

Mrs S J Sprinkle
let G. E. Chick have
the gray mare

yours W. P. Sprinkle

(13)

VIRGINIA--LEE COUNTY, TO-WIT:

TO W. P. Sprinkle Constable of said County:

I HEREBY COMMAND YOU TO SUMMON M. W. Livingston

If to be found in your District to appear at my office in said county, on the 5th day of March 1894 before me or such other Justice of the said County, as may be thereto try this warrant, to answer complaint of J. O. Gibson vs

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$ 26.85 due by Note, and then and there make return of this warrant,

Given under my hand the 30th day of Jan 1894 H. C. Joslyn J. P.

J. O. Gibson vs
Against M. W. Livingston } On the 5th day of March 1894
(In debt.) At Josville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 26.85, with interest thereon from the 1st day of Jan 1893, till paid, and \$ 1.00 for costs. H. C. Joslyn J. P.

VIRGINIA --Lee County, To-wit: To W. P. Sprinkle Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

M. W. Livingston, in your county, you cause to be made the sum of \$ 26.85 with interest thereon from the 1st day of Jan 1893 till paid, which J. O. Gibson vs has recovered before me in a warrant in debt, and also the sum of \$ 1.00 which were adjudged to the said J. O. Gibson vs for costs in prosecuting said warrant

Given under my hand the 5th day of March 1894 H. C. Joslyn J. P.

okd 24-1893.
okd 29-1893.

See 132 Cook #7.28
See 132 goods acct #6.70

Came in to my
hands March 5th
1894

W.P. Sprinkle

J. O. Libcon vs
3 Warrant
M. W. Livingston

Executed this 8th
day of Feby 1894.
W.P. Sprinkle C.L.C.

Executed this March
27th 1894 by levying upon
one pair of ^{mares} mules one
gray and the other
a brown with some
gray hairs the property
of M. W. Livingston
W.P. Sprinkle C.L.C.

The above levy was made to
satisfy this execution and
two others placed in my
hands by George W. Blanken
ship, Atty and afterwards
released said levy. & I then
released the levy on the gray
mule and offered it to the
defendant & he refused to
~~take~~ receive it. This March
30th 1894. W.P. Sprinkle C.L.C.

VIRGINIA--LEE COUNTY, TO-WIT:

TO W. P. Sprinkle Constable of said County:

I HEREBY COMMAND YOU TO SUMMON M. W. Livingston

If to be found in your District to appear at my office in said county, on the
5th day of March 1894 before me or such other Justice of the said County, as may be thereto
try this warrant, to answer complaint of J. O. Gibson

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$31.45 due
by Account, and then and there make return of this warrant,

Given under my hand the 30th day of Jan 1894.

H. C. Joslyn J. P.

J. O. Gibson vs
Against
M. W. Livingston

On the 5th day of March 1894
(In debt.) Jonesville
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 31.45, with interest thereon from the
1st day of Jan 1894 till paid, and \$ 1.00 for costs.

H. C. Joslyn, J. P.

VIRGINIA --Lee County, To-wit: To W. P. Sprinkle Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

M. W. Livingston

....., in your county, you cause to be made the sum of \$ 31.45 with
interest thereon from the 1st day of Jan 1894 till paid, which J. O.

Gibson vs has recovered before me in a
warrant in debt, and also the sum of \$ 1.00 which were adjudged to the said J. O.

Gibson vs for costs in prosecuting said warrant

Given under my hand the 5th day of March 1894

H. C. Joslyn J. P.

Came in to my
hands March 5th
1894

W. P. Sprinkle

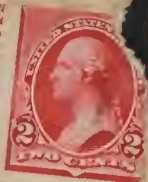
J. O. Libron 700
Warrant
M. W. Livingston

Executed This Feb
8th 1894.

W. P. Sprinkle C. L. C.

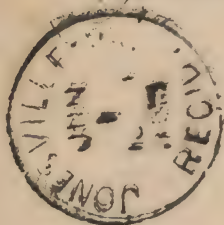
Executed This March
27th 1894 by Leasing
up on pair of mare
mules one a gray and
the other a brown
with some gray hairs
the property of M. W. Livingston
W. P. Sprinkle C. L. C.

The above levy was made
to satisfy this execution and
two others placed in my
hands by George W. Blanken-
ship atty. and afterwards
said Blankenship released
said levy and I then
released the levy on the
grayer mule and offered
it to the Dept. and he refused
to receive it. This was the
30th 1894. W. P. Sprinkle C. L. C.



A. B. Muncy. Clerk
of the Circuit Court
Somerille Lee Co Va

Ex Libris filed
with Sprinckles
Alpa
June 1st 1894.


$$\begin{array}{r} 6.63 \\ 38 \\ \hline 40 \\ 671 \\ 59 \\ \hline 730 \end{array}$$

Know all Men by these Presents, That we M. W. Livingston, G. R. Osburn, Joseph Willis and Sampson Willis are held and firmly bound unto the Commonwealth of Virginia, in the sum of Two Hundred dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond in any currency, funds, counter claims or offsets other than legal-tender currency of the United States. Sealed with our seals, and dated this 30th day of April one thousand eight hundred and Ninety four.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bound M. W. Livingston

on Gibson bill in Chancery against J. O. Gibson John R. Gibson & Co. B. Gibson merchants & partners trading under the firm name & style of J. O. Gibson & Co., W. S. Crowell and O. C. Lee merchants & partners trading under the firm name & style of Lee & Crowell, W. P. Sprinkle addressed to the Judge of the Circuit Court of the County of Lee, has obtained from the said Judge an injunction to injoin and restrain the said defendants from selling or in any way disposing of the two mules in the bill mentioned

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until M. W. Livingston, or some one for him, shall enter into a bond, with good security, in the clerk's office of the said court, payable to the Commonwealth of Virginia, in the penalty of Two hundred & fifty Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said M. W. Livingston shall pay all such costs as may be awarded against him, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of

M. W. Livingston [SEAL.]
G. R. Osburn [SEAL.]
Joseph Willis [SEAL.]
Sampson Willis [SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day personally appeared before me A. B. MUNSEY, Clerk of the Circuit Court of the County of Lee, G. R. Osburn, Joseph Willis & Sampson Willis and made oath that their estate, after the payment of all their just debts, and those for which they bound as security for others, and expect to have to pay is worth the sum of Five hundred dollars, over and above all exemptions allowed by law.

Given under my hand this 30th day of April 1894

A. B. Munsey Clerk.

Covered with W. S. Crowell, available

M W Livingston
vs
J O Gibson et al

to { **INJUNCTION
BOND.**

Commonwealth.

To M. W. Livingston:-

You will please take notice that on Friday the 1st day of June, 1894, at the Office of Duncan & Wyatt in Jonesville, Va., and on Saturday the 2nd day of June 1894 at McPherson & Robinett's store Blackwater Lee County, Va, we will proceed to take the depositions of W. P. Sprinkle and others, which, when taken, are to be read as evidence in our behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County, Virginia, in which we are Defendants and you are plff. This May 28th 1894.

J. O. Gibson, J. R. Gibson,
C. B. Gibson, W. S. Crowell
O. Lee, W. P. Sprinkle
and L. E. Cheek.

per Counsel.

Duncan & Wyatt
Counsel.

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the Circuit Court for Lee County, do certify that L. I. Hyatt this day appeared before me and made oath that on the 28th day of May 1894, he delivered a true copy of the within notice to M. H. Livingston. Given under my hand this 4th day of June 1894.

Clerk.

J. O. Gibson & Co., attys.
Ads. M. notice
M. H. Livingston.

We accept legal service
of the within notice for
Plaintiff, M. H. Livingston.
May 28th 1894.

Attys for
def.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *John R. Gibson J O Gibson*
and L B Gibson Merchants and partners trading
under the firm name and Style of J O Gibson
+ Co W S Crowell + O C Lee Merchants
and partners trading under the firm name
and Style of Lee + Crowell and W P Sprinkle
and L E Cheek Constables

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *1st* Monday in *May*, 189*4*, to
answer a bill in Chancery, exhibited against *them* in our said court by
M W Livingston

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the *30th* day of *April*, 189*4*, and in the *118th*
year of the Commonwealth.

A B Munsey Clerk.

M W Livingston

US.

SUBPENA
IN CHANCERY.

J O Gibson & Co et al

A L Pridemore p. q.

To *5th May* Rules,
Circuit Court.

Executed May the 5. 1894
by delivering a true office
copy of the within summons
to J. O. Gibson. J. R. Gibson
C. B. Gibson C. C. Lee
W. S. Crommel W. P.
Sprinkle & C. E. Cheate
This May the 5. 1894
C. E. Flannery. S. L. C